

Monique D. Rivers v. State Farm Fire & Casualty Company
In the United States District Court
Northern District of Ohio
Western Division (Toledo)
Case No.: _____
Judge _____

EXHIBIT A

**Lucas County Court
of Common Pleas State Court Filings**

**LUCAS COUNTY COMMON PLEAS COURT
CASE DESIGNATION**

CI0201703150

TO: Bernie Quilter, Clerk of Courts

CASE NO. _____

JUDGE Assigned to Judge Linda Jennings

The following type of case is being filed:

Professional Malpractice

- ☐ Legal Malpractice (L)
☐ Medical Malpractice (M)

- ☐ **Product Liability (B)**
☐ **Other Tort (C)**

Workers' Compensation

- ☐ State Funded (D)
☐ Self Insured (K)

- ☐ **Administrative Appeal (F)**

- ☐ **Commercial Docket**

By submitting the complaint, with the signature of the Attorney, the Attorney affirms that the name of person with settlement authority and his/her direct phone number will be provided upon request to a party or counsel in this matter

Other Civil

- ☐ Consumer Fraud (N) ☐ Forfeiture
☐ Appropriation (P) ☐ Court Ordered
☒ Other Civil (H) ☐ Certificate of Title
☐ Copyright Infringement (W)

This case was previously dismissed pursuant to CIVIL RULE 41 and is to be assigned to Judge _____, the original Judge at the time of dismissal. The previously filed case number was CI _____.

This case is a Declaratory Judgment case with a personal injury or related case currently pending. The pending case number is _____, assigned to Judge _____.

This case is to be reviewed for consolidation in accordance with Local Rule 5.02 as a companion or related case. This designation sheet will be sent by the Clerk of Courts to the newly assigned Judge for review with the Judge who has the companion or related case with the lowest case number. The Judge who would receive the consolidated case may accept or deny consolidation of the case. Both Judges will sign this designation sheet to indicate the action taken. If the Judge with the lowest case number agrees to accept, the reassignment of the case by the Administration Judge shall be processed. If there is a disagreement between the Judges regarding consolidation, the matter may be referred to the Administrative Judge.

Related/companion case number _____ Assigned Judge _____

Approve/Deny

Date

Approve/Deny

Date

Attorney

Walter J. Skotynsky

Address

1018 Adams Street

Toledo, Ohio 43604

Telephone

419-241-8811

ORIGINAL

FILED
LUCAS COUNTY

2017 JUN 27 AM 9:51

COMMON PLEAS COURT
BERNIE QUILTER
CLERK OF COURTS

IN THE COURT OF COMMON PLEAS, LUCAS COUNTY, OHIO

Monique D. Rivers
105 Carol Lane
Toledo, Ohio 43615

PLAINTIFF,

-VS-

State Farm Fire & Casualty Company
One State Farm Lane
Bloomington, IL 61710

and

State Farm Fire & Casualty Company
c/o CSC Lawyers Incorporating Service
Statutory Agent
50 West Broad Street, Suite 1800
Columbus, Ohio 43215

DEFENDANTS.

Case No.

CI0201703150

JUDGE

Assigned to Judge Linda Jennings

COMPLAINT

Walter J. Skotynsky
Ohio Bar No. 0008605
1018 Adams Street
Toledo, Ohio 43604
PH: (419) 241-8811
FAX: (419) 241-7267
Attorney for Plaintiff

* * * * *

1. Plaintiff is a resident tenant in the City of Toledo, County of Lucas, State of Ohio, at all times pertinent herein, and was occupying the real property commonly known as 2443 Parkwood Blvd., Toledo, Ohio 43620, and she was the owner of certain real and personal property located therein hereinafter more fully described.

2. Defendant is a corporation organized and existing under the laws of the State of Illinois, and carrying on a general insurance business in the State of Ohio.

3. In consideration of a premium paid by Plaintiff to Defendant, Plaintiff was issued a written tenants insurance policy by Defendant whereby Plaintiff was insured for a period of one (1) year, commencing on March 25, 2016, against all risks of loss of, or damage to, the real property commonly known as 2443 Parkwood Blvd., Toledo, Ohio 43620 and further coverage was extended to the personal property located at the aforesaid premises against all risks of loss if, or damage to their personal property located at the aforesaid real property and described in the policy. A copy of the insurance policy is attached hereto, marked Exhibit "A", and incorporated herein.

4. The described property was damaged on June 24, 2016 by fire and other casualty.

5. Immediately prior to the damage, the described personal property had a market value of Fifty Thousand and 00/100 Dollars (\$50,000.00) and immediately after the damage the property had a market value of Zero and 00/100 Dollars (\$-0-).

6. Thereafter, while the Plaintiff was absent from the damaged premises, some of her property was stolen.

7. Thereafter, Plaintiff furnished Defendant with proof of loss and otherwise performed all conditions on her part to be performed, and made demand on Defendant for payment of such loss and damage; Defendant, on February 24, 2017, admitted liability under said policy and failed and refused, and still fails and refuses, to pay the full loss.

8. Defendants have not offered to compensate the Plaintiff for any portion of her losses as evidenced by Defendants correspondence, dated February 24, 2017, a copy of which is attached hereto, marked Exhibit "B" and incorporated herein.

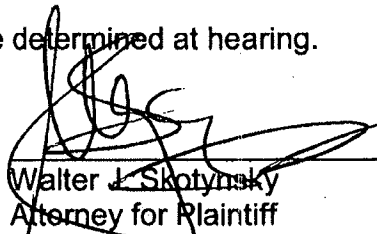
9. Further the Defendants have not granted the Plaintiff allowable compensation to permit the Plaintiff to replace her personal property as evidenced by the estimates which Plaintiff supplied to Defendants.

10. Plaintiff has performed all conditions precedent as required by the insurance contact between the parties.

11. The Plaintiff's claimed losses were covered by the aforesaid insurance policy.

12. The actions of the Defendants in refusing to adequately compensate the Plaintiff for the claim identified herein were willful, wanton, outrageous and bad faith.

WHEREFORE, Plaintiff demands judgment against Defendants in an amount to excess of Twenty Five Thousand and 00/100 Dollars (\$25,000.00), and for punitive damages and attorney fees in an amount to be determined at hearing.



Walter J. Skotynsky
Attorney for Plaintiff



State Farm Fire and Casualty Company
A Stock Company With Home Offices in Bloomington, Illinois

1440 Granville Road
Newark, OH 43093-0001

Named Insured

RIVERS, MONIQUE
2443 PARKWOOD AVE
TOLEDO OH 43620-1137

H-16-3116-FB15 H F

DECLARATIONS PAGE

Policy Number 35-C0-R110-5

Policy Period	Effective Date	Expiration Date
12 Months	MAR 25 2016	MAR 25 2017
The policy period begins and ends at 12:01 am standard time at the residence premises.		



ENTERS POLICY

Automatic Renewal - If the policy period is shown as 12 months, this policy will be renewed automatically subject to the premiums, rules and forms in effect for each succeeding policy period. If this policy is terminated, we will give you and the mortgagee/Lienholder written notice in compliance with the policy provisions or as required by law.

cation of Residence Premises
me as Insured's Address

Coverages & Property		Limits of Liability	Inflation Coverage Index: 238.7
SECTION I			Deductibles - Section I
Personal Property		\$ 100,000	All Losses \$ 500
Loss of Use		Actual Loss Sustained	
SECTION II			
Personal Liability (Each Occurrence)		\$ 300,000	
Damage to Property of Others		\$ 500	
Medical Payments to Others (Each Person)		\$ 5,000	
Loss Settlement Provision (See Policy)			Policy Premium \$ 848.00
I Limited Replacement Cost - Coverage B			Discounts Applied:
Forms, Options, & Endorsements			Home Alert
enters Policy	FP-7954		Home/Auto
enters Policy Endorsement	FE-3511		Claim Record
andatory Endorsement Renters	FE-2341		
unitive Damages Exclusion	FE-8781		

Other limits and exclusions may apply - refer to your policy

ur policy consists of this page, any endorsements
d the policy form. Please keep these together.

-7001.6C

Continued on Reverse

631 151 I
16,80

Prepared MAR 28 2016

BECKI BALLENGER
419-385-5775

555-7020

555-7020.1 Rev. 10-2002 (o1f039/c)

CONTINUED FROM FRONT SIDE

State Farm® works hard to offer you the best combination of price, service, and protection. The amount you pay for homeowners insurance is determined by many factors such as the coverages you have, the type of construction, the likelihood of future claims, and information from consumer reports.

Your premium was influenced by information from consumer reports:

Presence of a finance company installment account that has ever been 60 days or more late; Number of collection agency filings; Insufficient information available for bank revolving accounts; Time since the most recent account delinquency.

You have the right to request, no more than once annually, that your policy be re-rated using a current credit-based insurance score. Re-rating could result in a lower rate, no change in rate, or a higher rate.

Please refer to the enclosed insert for additional details.

**FE-3511 RENTERS POLICY ENDORSEMENT (Ohio)****DECLARATIONS CONTINUED**

The following is added:

You agree, by acceptance of this policy, that

1. any application for the insurance provided by this policy, including any warranty made by you, is a part of this policy; and
2. all statements in the application for insurance and in the Declarations are warranties.

This policy is void from its inception, if any warranty made by you is found to be false.

DEFINITIONS

Definitions 6. and 7. are replaced by the following:

6. "motor vehicle", when used in Section II of this policy, means:
 - a. a land motor vehicle designed for travel on public roads or subject to motor vehicle registration;
 - b. a trailer or semi-trailer designed for travel on public roads and subject to motor vehicle registration;
 - c. a "recreational vehicle" while off an insured location. "Recreational vehicle" means a motorized vehicle designed for recreation principally off public roads that is owned or leased by an insured. This includes, but is not limited to, a motorized all terrain vehicle, amphibious vehicle, dune buggy, go-cart, golf cart, snowmobile, trailbike, minibike and personal assistive mobility device. "Leased" does not include temporary rental;
 - d. a "locomotive" while off an insured location. "Locomotive" means a self-propelled vehicle for pulling or pushing freight or passenger cars on tracks that is large enough to carry a person and is owned or leased by an insured. "Leased" does not include temporary rental;
 - e. a bulldozer, track loader, backhoe, high-hoe, trencher, grader, crane, self-propelled scraper, excavator, pipe-layer, cherry picker, telehandler, logging vehicle, mining vehicle or road building vehicle that is owned or leased by an insured while off an insured location. "Leased" does not include temporary rental; and
 - f. any vehicle while being towed or pushed by or carried on a vehicle included in a., b., c., d. or e.

The following are not motor vehicles:

- a. a boat, camp, home or utility trailer not being towed or pushed by or carried on a vehicle included in a., b., c., d. or e. above;
 - b. a motorized land vehicle in dead storage on an insured location;
 - c. a motorized golf cart while used for golfing purposes;
 - d. a motorized vehicle or trailer designed to assist the handicapped that is not designed for travel on public roads or subject to motor vehicle registration; or
 - e. a commercially manufactured 2, 3 or 4 wheeled personal conveyance powered only by or assisted by an unmodified motor or engine with a manufacturer's power rating of no more than 1 horsepower and capable of a top speed of no more than 20 miles per hour.
7. "occurrence", when used in Section II of this policy, means an accident, including exposure to conditions, which first results in:
 - a. bodily injury; or
 - b. property damage;during the policy period. All bodily injury and property damage resulting from one accident, series of related accidents or from continuous and repeated exposure to the same general conditions is considered to be one occurrence.

Definitions 11. and 12. are added:

11. "fungus" means any type or form of fungus, including mold, mildew, mycotoxins, spores, scents or by-products produced or released by fungi.
12. "State Farm Companies" means one or more of the following:
 - a. State Farm Mutual Automobile Insurance Company,
 - b. State Farm Fire and Casualty Company, and
 - c. subsidiaries or affiliates of either a. or b. above.

SECTION I - COVERAGES**COVERAGE B - PERSONAL PROPERTY**

Special Limits of Liability is replaced by the following:

Special Limits of Liability. These limits do not increase the Coverage B limit. The special limit for each of the following categories is the total limit for each loss for all property in that category:

- a. \$200 on money, coins and medals, including any of these that are a part of a collection, bank notes, bullion, gold other than goldware, silver other than silverware and platinum;
- b. \$1,500 on property used or intended for use in a **business**, including merchandise held as samples or for sale or for delivery after sale, while on the **residence premises**. This coverage is limited to \$750 on such property away from the **residence premises**.

Electronic data processing system equipment or the recording or storage media used with that equipment is not included under this coverage;

- c. \$1,000 on securities, checks, cashiers checks, travelers checks, money orders, gift certificates, gift cards, rechargeable debit cards, phone cards and other negotiable instruments, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, passports and tickets;
- d. \$1,500 on watercraft of all types and outboard motors, including their trailers, furnishings and equipment;
- e. \$1,500 on trailers not used with watercraft;
- f. \$1,000 for loss by theft of jewelry; watches, fur garments and garments trimmed with fur, precious and semi-precious stones;
- g. \$2,500 on stamps, trading cards and comic books, including any of these that are a part of a collection;
- h. \$2,500 for loss by theft of firearms;
- i. \$2,500 for loss by theft of silverware and goldware;
- j. \$5,000 on electronic data processing system equipment, including but not limited to mobile personal communication equipment, global positioning systems, mobile personal electronic devices used for the reproduction of sound, and standard media or non-media equipment for use with the above devices;
- k. \$5,000 on any one article and \$10,000 in the aggregate for loss by theft of any rug, carpet (except wall-to-wall carpet), tapestry, wall-hanging or other similar article; and
- l. \$500 on commercially manufactured 2, 3 or 4 wheeled personal conveyances powered only by or assisted by an unmodified motor or engine with a manufacturer's power rating of no more than 1 horsepower and capable of a top speed of no more than 20 miles per hour. This does not include those not licensed for use on public highways which are designed for assisting the handicapped.

Item 2., **Property Not Covered**, is replaced by the following:

- 2. **Property Not Covered.** We do not cover:

- a. articles separately described and specifically insured in this or any other insurance;
- b. animals, birds or fish;
- c. any engine or motor-propelled vehicle or machine, including the parts, designed for movement on land, except as provided in **Special Limits of Liability**, item 1. We do cover those not licensed for use on public highways which are:
 - (1) used solely to service the **insured location**; or
 - (2) designed for assisting the handicapped;
- d. devices or instruments for the recording or reproduction of video or sound permanently attached to an engine or motor-propelled vehicle. We do not cover tapes, discs, wires, videos or other media that may be used with these devices or instruments while in the vehicle;
- e. aircraft and parts;
- f. property of roomers, boarders, tenants and other residents not related to an **insured**. We do cover property of roomers, boarders and other residents related to an **insured**;
- g. property regularly rented or held for rental to others by an **insured**. This exclusion does not apply to property of an **insured** in a sleeping room rented to others by an **insured**;
- h. property rented or held for rental to others away from the **residence premises**;
- i. any radio devices or transmitters, global positioning systems, radar or laser detectors, antennas and all other similar equipment permanently attached to an engine or motor-propelled vehicle;
- j. books or records of accounts receivable, abstracts or other journals, architectural or technical drawings, card index systems or other records. This exclusion does not apply to any recording or storage media for electronic data processing. We will cover the cost of blank books, cards or other blank material plus the cost of labor you incur for transcribing or copying such records;
- k. recording or storage media for electronic data processing that cannot be replaced with other of like kind and quality on the current retail market;
- l. purchased or created data, sound or video that cannot be replaced with like kind and quality on the current retail market which is transferred or downloaded onto mobile communication equipment, global positioning systems or electronic

devices used for the reproduction of video or sound;

- m. contraband, or any property used in the course of illegal consumption, possession, import, export or trade; or
- n. outdoor hardscape property used for aesthetic purposes except as provided in SECTION I – ADDITIONAL COVERAGES.

COVERAGE C – LOSS OF USE

Item 3., **Prohibited Use**, is replaced by the following:

- 3. **Prohibited Use.** We cover Additional Living Expense and Fair Rental Value, for a continuous period not to exceed two weeks, beginning when a civil authority issues an order of evacuation or prohibits your use of the **residence premises**, provided that:
 - a. direct physical damage occurs to any property, other than covered property located on the **residence premises**, arising from a cause of loss that would be a Loss Insured under this policy if the damage had occurred to property on the **residence premises**;
 - b. the **residence premises** is within one mile of property damaged by a cause of loss identified in 3.a. above; and
 - c. the action of the civil authority is taken in response to:
 - (1) dangerous physical conditions resulting from the continuation of the cause of loss identified in 3.a. above;
 - (2) dangerous physical conditions resulting from the damage caused by the cause of loss identified in 3.a. above; or
 - (3) the need to gain free access to property damaged by the cause of loss identified in 3.a. above.

We do not cover loss or expense due to cancellation of a lease or agreement.

SECTION I – ADDITIONAL COVERAGES

Items 1., 3. and 12. are replaced by the following:

- 1. **Debris Removal.** We will pay the reasonable expenses you incur in the removal of debris of covered property damaged by a Loss Insured. This expense is included in the limit applying to the damaged property.

When the amount payable for the property damage plus the debris removal exceeds the limit for the damaged property, an additional 5% of that limit is available for debris removal expense. This additional amount of insurance does not apply to

Additional Coverage, item 3. **Trees, Shrubs and Landscaping.**

- 3. **Trees, Shrubs and Landscaping.** We cover outdoor:
 - a. trees, shrubs, live or artificial plants, and lawns;
 - b. artificial grass; and
 - c. hardscape property used for aesthetic purposes not permanently affixed to realty;

on the **residence premises**, for direct loss caused by the following: Fire or lightning, Explosion, Riot or civil commotion, Aircraft, Vehicles (not owned or operated by a resident of the **residence premises**), Vandalism or malicious mischief or Theft.

The limit for this coverage, including the removal of debris, shall not exceed 10% of the amount shown in the **Declarations** for COVERAGE B – PERSONAL PROPERTY. We will not pay more than \$750 for any one outdoor tree, shrub, plant or hardscape item, including debris removal expense. This coverage may increase the limit otherwise applicable. We do not cover property grown for business purposes.

- 12. **Collapse.** We insure only for direct physical loss to covered property involving the sudden, entire collapse of a building or any part of a building.

Collapse means actually fallen down or fallen into pieces. It does not include settling, cracking, shrinking, bulging, expansion, sagging or bowing.

The collapse must be directly and immediately caused only by one or more of the following:

- a. perils described in SECTION I – LOSSES INSURED, COVERAGE B – PERSONAL PROPERTY. These perils apply to covered building and personal property for loss insured by this Additional Coverage;
- b. decay, deterioration, insect damage or vermin damage, all that are hidden from view, of a:
 - (1) connector; or
 - (2) structural member of a building;
 unless the presence of such damage is known to an Insured prior to collapse;
- c. weight of contents, equipment, animals or people;
- d. weight of ice, snow, sleet or rain which collects on a roof, porch or deck; or
- e. use of defective material or methods in the construction (includes remodeling or renovation) of the building, if the collapse occurs during the course of the construction of the building.

Loss to an awning, fence, patio, pavement, swimming pool, underground pipe, flue, drain, cesspool, septic tank, foundation, retaining wall, bulkhead, pier, wharf, dock, trellis or antenna or its supporting structure is not included under items b., c., d., and e. unless the loss is the direct and immediate cause of the collapse of the building.

This coverage does not increase the limit applying to the damaged property.

SECTION I - LOSSES INSURED

COVERAGE B - PERSONAL PROPERTY

Items 9.b.(3)(c), 12.d., 13.b. and 15. are replaced by the following:

9. b. (3) (c) of securities, checks, cashiers checks, travelers checks, money orders, gift certificates, gift cards, rechargeable debit cards, phone cards and other negotiable instruments, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, passports and tickets;
12. d. caused by or resulting from continuous or repeated seepage or leakage of water or steam which occurs over a period of time and results in deterioration, corrosion, rust, or wet or dry rot.
13. b. caused by or resulting from continuous or repeated seepage or leakage of water or steam which occurs over a period of time and results in deterioration, corrosion, rust, or wet or dry rot.
15. Sudden and accidental damage to electrical appliances, devices, fixtures and wiring from an increase or decrease of artificially generated electrical current. We will pay up to \$1,500 under this peril for each damaged item described above.

SECTION I - LOSSES NOT INSURED

Item 1.c. is replaced by the following:

1. c. Water, meaning:
 - (1) flood, surface water, waves (including tidal wave, tsunami, and seiche) tides, tidal water, overflow of any body of water, or spray or surge from any of these, all whether driven by wind or not;
 - (2) water or sewage from outside the residence premises plumbing system that enters through sewers or drains, or water which enters into and overflows from within a sump pump, sump pump well or any other system designed to remove subsurface water which is drained from the foundation area;

(3) water below the surface of the ground, including water which exerts pressure on, or seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool or other structure; or

(4) material carried or otherwise moved by any of the water, as described in paragraphs (1) through (3) above.

However, we do insure for any direct loss by fire, explosion or theft resulting from water, provided the resulting loss is itself a Loss Insured.

The following item is added:

1. g. Fungus. We also do not cover:

- (1) any loss of use or delay in rebuilding, repairing or replacing covered property, including any associated cost or expense, due to interference at the residence premises or location of the rebuilding, repair or replacement, by fungus;
- (2) any remediation of fungus, including the cost to:
 - (a) remove the fungus from covered property or to repair, restore or replace that property; or
 - (b) tear out and replace any part of the building or other property as needed to gain access to the fungus; or
- (3) the cost of any testing or monitoring of air or property to confirm the type, absence, presence or level of fungus, whether performed prior to, during or after removal, repair, restoration or replacement of covered property.

SECTION II - LIABILITY COVERAGES

SECTION II - ADDITIONAL COVERAGES

Items 1.a., 1.c. and 1.d. are replaced by the following:

1. Claim Expenses. We pay:

- a. expenses we incur and costs taxed against an insured in suits we defend. Taxed costs do not include attorney fees;
- c. reasonable expenses an insured incurs at our request. This includes actual loss of earnings (but not loss of other income) up to \$200 per day for aiding us in the investigation or defense of claims or suits;
- d. interest the insured is legally liable to pay on damages payable under Coverage L above before a judgment, but only the interest on the lesser of:



- (1) that part of the damages we pay; or
- (2) the Coverage L limit; and

SECTION II - CONDITIONS

Item 1., **Limit of Liability**, is replaced by the following:

1. **Limit of Liability.** The Coverage L limit is shown in the **Declarations**. This is the limit for all damages from each occurrence for the policy period in which the **bodily injury or property damage** first occurs, regardless of the number of insureds, claims made or persons injured. No additional limits or coverage will be available for the occurrence under any additional policy periods while this policy remains in force.

The Coverage M limit is shown in the **Declarations**. This is our limit for all medical expense for **bodily injury** to one person as the result of one accident.

The following condition is added to item 4., **Duties of an Injured Person - Coverage M**:

- d. the injured person, or, when appropriate, someone acting on behalf of that person, shall:
 - (1) provide us with any required authorizations; and
 - (2) submit to us all information we need to comply with state or federal law.

SECTION I AND SECTION II - CONDITIONS

Item 5.b. is replaced by the following:

5. Cancellation

- b. We may cancel this policy only for the reasons stated in this condition. We will notify you in writing of the date the cancellation takes effect. This cancellation notice may be delivered to you, or mailed to you at your mailing address shown in the **Declarations**. Proof of mailing shall be sufficient proof of notice.
 - (1) We may cancel at any time by letting you know at least 10 days before the date cancellation takes effect if we cancel because:
 - (a) you have not paid the premium. This condition applies whether the premium is payable to us or our agent or under any finance or credit plan;
 - (b) there has been a material misrepresentation of fact which, if known to us, would have caused us not to issue this policy; or
 - (c) evidence of arson exists.
 - (2) When this policy has been in effect for less than 60 days and is not a renewal with us, we may cancel for any reason. We may

cancel by notifying you at least 30 days before the date cancellation takes effect.

- (3) When this policy has been in effect for 60 days or more, or at any time if it is a renewal with us, we may cancel if the risk has changed substantially since the policy was issued. We may cancel this policy by notifying you at least 30 days before the date cancellation takes effect.
- (4) When this policy is written for a period longer than one year, we may cancel for any reason at anniversary. We may cancel by notifying you at least 30 days before the date cancellation takes effect.

The following conditions are added:

11. Premium.

- a. Unless as otherwise provided by an alternative payment plan in effect with the **State Farm Companies** with respect to the premium for this policy, the premium is due and payable in full on or before the first day of the policy period shown in the most recently issued **Declarations**.
- b. The renewal premium for this policy will be based upon the rates in effect, the coverages carried, the applicable limits, deductibles and other elements that affect the premium applicable at the time of renewal.
- c. The premium for this policy may vary based upon:
 - (1) the purchase of other products or services from the **State Farm Companies**;
 - (2) the purchase of products or services from an organization that has entered into an agreement or contract with the **State Farm Companies**. The **State Farm Companies** do not warrant the merchantability, fitness, or quality of any product or service offered or provided by that organization; or
 - (3) an agreement, concerning the insurance provided by this policy, that the **State Farm Companies** has with an organization of which you are a member, employee, subscriber, licensee, or franchisee.
- d. Your purchase of this policy may allow:
 - (1) you to purchase or obtain certain coverages, coverage options, coverage deductibles, coverage limits, or coverage terms on other products from the **State Farm Companies**, subject to their applicable eligibility rules; or

(2) the premium or price to vary for other:

- (a) insurance;
- (b) financial;
- (c) vehicle;
- (d) home;
- (e) cell phone;
- (f) electronic; or
- (g) travel

products or services purchased by you. Such other products or services must be provided by the **State Farm Companies** or by an organization that has entered into an agreement or contract with the **State Farm Companies**. The **State Farm Companies** do not warrant the merchantability, fitness or quality of any product or service offered or provided by that organization.

12. **Right to Inspect.** We have the right but are not obligated to perform the following:

- a. make inspections and surveys of the insured location at any time;
- b. provide you with reports on conditions we find; or
- c. recommend changes.

Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged.

We do not

- a. make safety inspections;
- b. undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public;

- c. warrant that conditions are safe or healthful; or
- d. warrant that conditions comply with laws, regulations, codes or standards.

This condition applies not only to us but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations on our behalf.

13. **Joint and Individual Interests.** When there are two or more named insureds, each acts for all to cancel or change the policy.

14. **Change of Policy Address.** We may change the named insured's policy address as shown in the **Declarations** and in our records to the most recent address provided to us by:

- a. you; or
- b. the United States Postal Service.

OPTIONAL POLICY PROVISIONS

Option BP – Business Property is replaced by the following:

Option BP – Business Property. The **COVERAGE B – PERSONAL PROPERTY, Special Limits of Liability**, item b., for property used or intended for use in a business, including merchandise held as samples or for sale or for delivery after sale, is changed as follows:

The \$1,500 limit is replaced with the amount shown in the **Declarations** for this option.

Option HC – Home Computer is replaced by the following:

Option HC – Home Computer. The **COVERAGE B – PERSONAL PROPERTY, Special Limits of Liability**, item j., is increased to be the amount shown in the **Declarations** for this option.

All other policy provisions apply.

**FE-2341 AMENDATORY ENDORSEMENT – RENTERS POLICY****DECLARATIONS CONTINUED**

The following is added:

When you request changes to this policy, or the information or factors used to calculate the premium for this policy changes during the policy period, we may adjust the premium in accordance with the change during the policy period and you must pay any additional premium due within the time we specify.

SECTION I AND SECTION II – CONDITIONS

Item 8. is replaced by the following:

8. Subrogation and Reimbursement.**a. Subrogation.****(1) Applicable to SECTION I – YOUR PROPERTY:**

If any insured to or for whom we make payment under this policy has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That insured must do everything necessary to secure our rights and must do nothing after loss to impair them. But an insured may waive in writing before a loss all rights of recovery against any person.

(2) Applicable to SECTION II – YOUR LIABILITY:

If any insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. An insured must do nothing after loss to impair them. At our request, an insured will bring suit or transfer those rights to us and help us enforce them.

Subrogation does not apply under Section II to Medical Payments to Others or Damage to Property of Others.

b. Reimbursement.

If we make payment under this policy and any insured to or for whom we make payment recovers or has recovered from another person or organization, then the insured to or for whom we make payment must:

- (1) hold in trust for us the proceeds of any recovery; and
- (2) reimburse us to the extent of our payment.

All other policy provisions apply.

FE-2341

©, Copyright, State Farm Mutual Automobile Insurance Company, 2012.

FE-8781 PUNITIVE DAMAGE EXCLUSION ENDORSEMENT

This policy does not provide coverage for punitive or exemplary damages, or any attorney fees associated with these damages.

All other policy provisions apply.

FE-8781

©, Copyright, State Farm Mutual Automobile Insurance Company, 2010



This Notice Is Being Provided Pursuant To The Federal Fair Credit Reporting Act And Any Applicable State Law

The amount you pay for homeowners insurance is influenced by many factors, including the coverages you have, the type of construction, and the likelihood of future claims. Please refer to your declarations page for information about factors that affect your premium. State Farm® also considers information from consumer reports as a factor in determining your premium. These reports are obtained from LexisNexis Risk Solutions, Inc., a consumer reporting agency. LexisNexis only provides information, does not make any decisions about your insurance, and is unable to provide any reasons for State Farm's decision.

We encourage you to obtain a free copy of the reports used by contacting LexisNexis within 60 days of receiving this notice. Please submit your request for the consumer reports used to:

LexisNexis Consumer Center
P. O. Box 105108
Atlanta, GA 30348
Phone: 1-800-456-6004
Internet Address: www.consumerdisclosure.com

If your credit history was adversely influenced by certain life events, such as, catastrophic illness or injury; death of an immediate family member; temporary loss of employment; divorce or identity theft, or military deployment overseas please contact your State Farm agent requesting an additional review of your information. Or, if the information in your consumer reports is incomplete or inaccurate, you have the right to dispute it with LexisNexis. If a correction is made as a result of your dispute, please tell your agent so State Farm may reconsider its decision.

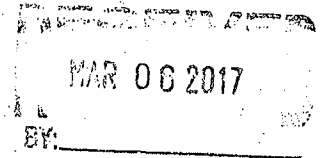
Based on information in consumer reports, your premium is higher than it would have otherwise been if State Farm Fire and Casualty Company had not used consumer report information. You are receiving the most competitive rate State Farm can offer you at this time. If you would like the specific reasons for this action as related to loss history, please call or submit a written request to your State Farm agent within 90 days.

State Farm Fire and Casualty Company
Bloomington, IL

February 24, 2017

Walter Skotynsky
1018 Adams St
Toledo OH 43604-7542

State Farm Claims
PO Box 52258
Phoenix AZ 85072-2258



RE: Claim Number: 35-893T-174
Date of Loss: May 24, 2016
Our Insured: Monique Rivers
Your Client(s): Monique Rivers



Dear Walter Skotynsky:

I am writing this letter to inform you that we have resolved the issue of coverage, whether the policy is in force based on possible violations of the intentional acts condition and the concealment or fraud condition that would render the policy void, prior to this occurrence. We have also resolved the issue of coverage whether material misrepresentations have been made in the presentation of your claim for insurance benefits.

At this time we are withdrawing our Reservation of Rights.

State Farm Fire and Casualty Company has and will require adherence to the terms and conditions of the insurance contract. Nothing in this letter, as well as any actions taken in the past or that may be taken in the future in the investigation of your claim and the ascertainment of the damages sustained, is to be considered a waiver of our rights under the of policy insurance. In fact, we reserve the right to deny liability at any time should our investigation develop sufficient facts that would warrant such a denial.

Sincerely,

Teresa Walters-Aughney
Special Investigative Unit
Claim Specialist
(800) 331-1169 Ext. 2534598983
Fax: (844) 236-3646

State Farm Fire and Casualty Company

LUCAS COUNTY COMMON PLEAS COURT

CORNER ADAMS & ERIE STREETS
TOLEDO, OHIO 43604

**SUMMONS
CIVIL ACTION**

FILING TYPE:

OTHER CIVIL

STATE FARM FIRE AND CASUALTY COMPANY
ONE STATE FARM LANE
BLOOMINGTON, IL 61710

G-4801-CI-0201703150-000
JUDGE: LINDA J JENNINGS

You have the right to seek legal counsel. If you cannot afford a lawyer, you may contact the Legal Services of Northwest Ohio. If you do not qualify for services by the Legal Services of Northwest Ohio and do not know an attorney you may contact the Toledo Bar Association's Lawyer Referral Service (419) 242-2000.

You have been named as a defendant in a Complaint filed in this Court by the plaintiff named below. A copy of the Complaint is attached to this Summons.

You are hereby summoned and required to serve upon the plaintiff's attorney, or upon the plaintiff, if he has no attorney of record, a copy of an answer to the complaint, within twenty-eight (28) days after you receive this Summons, exclusive of the day of service or to an amended complaint within the remaining response time to the complaint or 14 days, whichever period may be longer. Your answer must be filed with the Clerk of Court of Common Pleas within three (3) days after the service of a copy of the Answer on the plaintiff's attorney.

If you fail to serve and file your Answer, judgment by default will be rendered against you for the relief demanded in the Complaint.

PLAINTIFF (S)

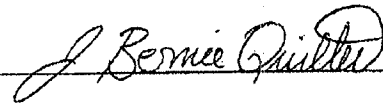
MONIQUE D RIVERS
105 CAROL LANE
TOLEDO, OH 43615

ATTORNEY FOR PLAINTIFF(S)

WALTER J. SKOTYNSKY
1018 ADAMS STREET
TOLEDO, OH 43624-1507

BERNIE QUILTER
CLERK OF COURTS

Date: June 28, 2017



, Clerk



**IF YOU DO NOT HIRE AN ATTORNEY
PLEASE READ & RESPOND**

(mark one & respond)

☐

I request to be notified by email

My email address _____

Send email to: Lwatt@co.lucas.oh.us
Subject: G-4801-CI-0201703150-000
STATE FARM FIRE AND
CASUALTY COMPANY
Message: Your email address

OR

☐

I request to be notified by regular mail
(Clerk will forward to Court for approval)

My mailing address _____

Return this Form with your address to:
Clerk of Court
Lucas County Common Pleas Court
700 Adams
Toledo, OH 43604

**If you do NOT hire an attorney & fail to respond
you will NOT receive notification of events related to this case**

Case Information is available Online at:
www.co.lucas.oh.us/Clerk
click on the "Dockets Online" link

Local Rule 5.05 H. SERVICE BY CLERK'S OFFICE Once journalized, the Clerk of courts Office will transmit the entries to the email address submitted by the parties. Counsel for a party or Pro Se litigant representing themselves who do not have an email address may, by motion, request ordinary mail service of entries by the Clerk of Courts Office.

LUCAS COUNTY COMMON PLEAS COURT

CORNER ADAMS & ERIE STREETS
TOLEDO, OHIO 43604

**SUMMONS
CIVIL ACTION**

FILING TYPE:

OTHER CIVIL

STATE FARM FIRE AND CASUALTY COMPANY
CO CSC LAWYERS INCORPORATING SERVICE
STATUTORY AGENT
50 WEST BROAD ST SUITE 1800
COLUMBUS, OH 43215

G-4801-CI-0201703150-000
JUDGE: LINDA J JENNINGS

You have the right to seek legal counsel. If you cannot afford a lawyer, you may contact the Legal Services of Northwest Ohio. If you do not qualify for services by the Legal Services of Northwest Ohio and do not know an attorney you may contact the Toledo Bar Association's Lawyer Referral Service (419) 242-2000.

You have been named as a defendant in a Complaint filed in this Court by the plaintiff named below. A copy of the Complaint is attached to this Summons.

You are hereby summoned and required to serve upon the plaintiff's attorney, or upon the plaintiff, if he has no attorney of record, a copy of an answer to the complaint, within twenty-eight (28) days after you receive this Summons, exclusive of the of the day of service or to an amended complaint within the remaining response time to the complaint or 14 days, whichever period may be longer. Your answer must be filed with the Clerk of Court of Common Pleas within three (3) days after the service of a copy of the Answer on the plaintiff's attorney.

If you fail to serve and file your Answer, judgment by default will be rendered against you for the relief demanded in the Complaint.

PLAINTIFF (S)

MONIQUE D RIVERS
105 CAROL LANE
TOLEDO, OH 43615

ATTORNEY FOR PLAINTIFF(S)

WALTER J. SKOTYNSKY
1018 ADAMS STREET
TOLEDO, OH 43624-1507

BERNIE QUILTER
CLERK OF COURTS

Date: June 28, 2017

 , Clerk



**IF YOU DO NOT HIRE AN ATTORNEY
PLEASE READ & RESPOND**

(mark one & respond)

☐

I request to be notified by email

My email address _____

OR

☐

I request to be notified by regular mail
(Clerk will forward to Court for approval)

My mailing address _____

Send email to: Lwatt@co.lucas.oh.us
Subject: G-4801-CI-0201703150-000
STATE FARM FIRE AND
CASUALTY COMPANY
Message: Your email address

Return this Form with your address to:
Clerk of Court
Lucas County Common Pleas Court
700 Adams
Toledo, OH 43604

**If you do NOT hire an attorney & fail to respond
you will NOT receive notification of events related to this case**

Case Information is available Online at:
www.co.lucas.oh.us/Clerk
click on the "Dockets Online" link

Local Rule 5.05 H. SERVICE BY CLERK'S OFFICE Once journalized, the Clerk of courts Office will transmit the entries to the email address submitted by the parties. Counsel for a party or Pro Se litigant representing themselves who do not have an email address may, by motion, request ordinary mail service of entries by the Clerk of Courts Office.

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

STATE FARM FIRE AND CASUALTY
COMPANY

G-4801-CI-0201703150-000#3 *
ONE STATE FARM LANE
BLOOMINGTON, IL 61710



9590 9402 2487 6306 7460 52

2. Article Number (Transfer from service label)

7016 3010 0000 4257 2020

PS Form 3811, July 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Receiver

(Printed name)

C. Date of Delivery

JUN 30 2017

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Collect on Delivery Restricted Delivery

☐ Collect on Delivery Restricted Delivery

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

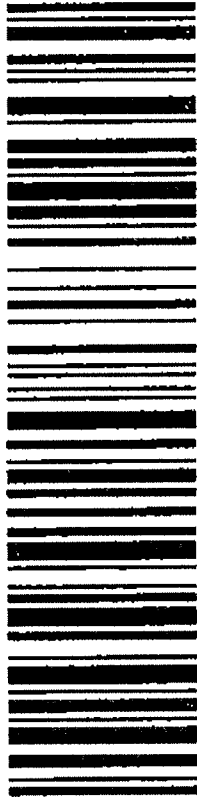
☐ Return Receipt for Merchandise

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

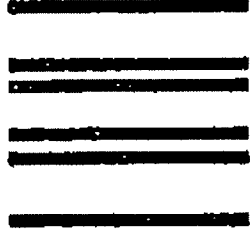
Domestic Return Receipt

USPS TRACKING#



9590 9402 2487 6306 7460 52

**United States
Postal Service**



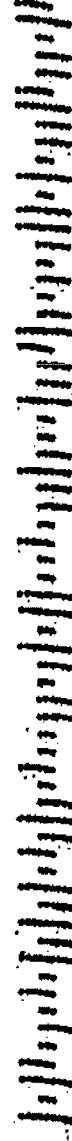
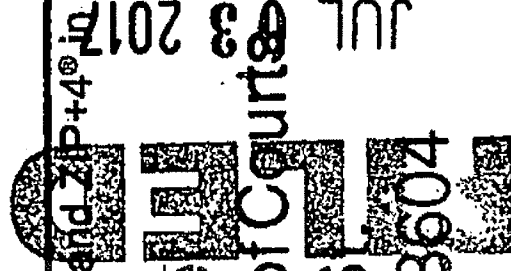
First-Class Mail
Postage & Fees Paid
USPS

Permit No. 6410

• Sender: Please print your name, address, and ZIP+4® in this box.

Bernie Quilter
Lucas County Clerk of Courts
700 Adams St.
Toledo, Ohio 43604

Lucas Co. Com. Pleas Court
Bernie Quilter, Clerk

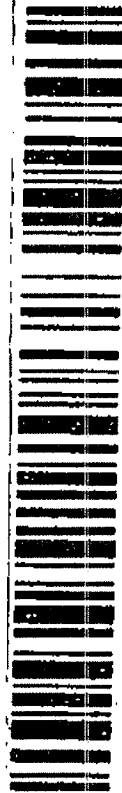


SENDER COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

STATE FARM FIRE AND CASUALTY
COMPANY
G-4801-CI-0201703150-000#3 *
CO CSC LAWYERS INCORP SERVICE
50 W BROAD ST COLUMBUS OH 43215



9590 9402 2487 6306 7460 45

2. Article Number: (Transfer from service label)

7016 3010 0000 4257 2037

PS Form 3811, July 2015 PSN 7530-02-000-9053

RECEIVED

COMPLETE THIS SECTION ON DELIVERY

AC Signature Confirmation

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

By Spinausell

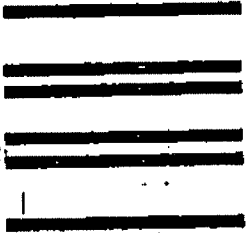
D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

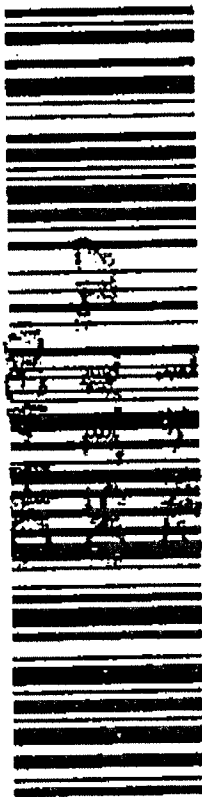
3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Mail
- ☐ Mail Restricted Delivery
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt



USPS TRACKING®



9590 9402 2487 6306 7460 45

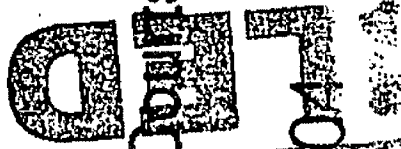
United States
Postal Service

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

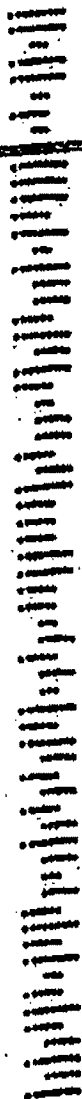
• Sender: Please print your name, address, and ZIP+4® in this box.

Bernie Quilter
Lucas County Clerk of Courts
700 Adams St.
Toledo, Ohio 43604

JUL 10 2017



Lucas Co. Com. Pleas. Ct.
Bernie Quilter, Clerk



567999